

March 2, 2016

TO: All Bidders

RE: Request for Proposal RFP 2016-08

## **ADDENDUM NO. 2**

This **ADDENDUM #2** forms part of Moore County's Request for Proposal for Copy Management Program Services for the County of Moore. All requirements of the original specifications remain in effect in their respective order. **Receipt of this Addendum must be acknowledged by its inclusion with the Proposal Form and noted as an inclusion on the sealed envelope.**

**The following changes and/or clarifications are hereby made to the original Proposal:**

**Note: Additions to the Proposal:**

- **Vendors must submit with their proposal the attached Iran Divestment Act Certification**
- **Sample Contract attached**
- **Successful firm will be responsible for the removal of all property at the end of the contract term**

1. Question: The RFP requests machines that have been manufactured in the past 6 months? Will new (not discontinued) models be acceptable?

Answer: Yes – no discontinued models acceptable.

2. Question: When does the current lease expire?

Answer: June 30, 2016

3. Question: Regarding item #17 on Page 5, will the County of Moore consider entertaining proposals that do not include this cancellation cause? If not, will there be any written process established to remedy any issues that the County might consider cause for exercising the termination clause?

Answer: The successful firm will need to negotiate this clause with the County Attorney.

4. Question: The unit identified as located in Administration (ES5540) is a 55 ppm unit but your request is for a 60 ppm b/w unit. Would the County consider a 55 ppm b/w unit to reduce overall cost to the County? These are the other units that we have the same question on (again lowering the requirement from 60 ppm to 55 ppm)

E4540c listed as 60 b/w, 45 color, model actually 45 b/w, 45 color

E5540c listed as 60 b/w, 55 color, model actually 55 b/w, 55 color

e523T listed as 60 b/w, 45 color, model actually 52 b/w

e4555c listed as 60 b/w, 45 color, model actually 45 b/w, 45 color

Answer: Administration Copier ES5540 is a 55PPM color machine.

E4540C is a 45PPM copier

E-studio 4555C is a 45PPM copier

E523T is a 52PPM copier

The spreadsheet has been attached and updated with the correct pages per minute being listed for the ES5540, E4540C, E4555C and E23T

We will consider a machine that matches the existing machines pages per minute.

5. Question: Regarding item vii. #5 please clarify “card stock” specific paper weight in lbs. and gsm along with paper sizes of “card stock” to be run through equipment. Is this for all equipment listed on RFP?

Answer:

Department	Size	Weight	Estimate Usage
Cooperative Extension	8 ½ x 11, postcard	65lb	2000/year
Aging	8 ½ x 11, perforated postcards 10.5mil thickness	110lb	100/month
DSS	8 ½ x 11	65lb, 100lb	Rarely
GIS	8 ½ x 11	67lb, 28lb	Occasional on the 67lb, daily on the 28lb
WPCP	8 ½ x 11	65lb, 67lb	Rarely
Child Support	8 ½ x 11		Rarely
Attorney	8 ½ x 11	67lb	70/year
Public Safety	8 ½ x 11	110lb	500/year
Library	8 ½ x 11	110lb	150/month
Planning	8 ½ x 11	23.36lb, 80lb	100/month
Elections	8 ½ x 11, 8 ½ x 13, 11 x 17, postcards	60lb, 110lb	5000/year
Health	8 ½ x 11	65lb	Often
Human Resource	8 ½ x 11	20lb, 24lb	2500/year

There is interest in cardstock printing from several departments that are currently not. The copier will need to accommodate card stock printing or be replaced with a device that will support functionality if needed at a later date.

6. Question: Regarding item vii. #6a. (page7) What does the County consider to be a standard envelope? Please provide envelope specifications including any manufacturer specifics.

Answer: Standard Envelope: 4 ½” x 9 ½”

7. Question: Regarding vii. #7-9; Is this simply a print access code for account print tracking, a pin code or do you require the ability to scan badges? What Security components do you require?

Answer: We have a mixture of access code uses:

- Scan badges are not used with copiers
- Machines are located within secure locations of the facilities.
- Employee assignment – tracking of employee usage
- Program assignment – tracking of program cost
- Department assignment - tracking of Departmental cost
- Vendor assignment –
  - Register of Deeds: The vendor pre-pays for copies. A vendor account is configured with the allowable print volume.
  - Library: The machine has a coin op device that allows the patron to pay for the copy.

8. Question: Regarding item x. #5 Can you provide vendor specification sheets for Munis/Tyler, Content Manger, Laserfiche, and Northwoods? Are any of these solutions custom implemented?

Answer: All solutions are third party.

We currently utilize Fujitsu fi-6130 devices for desk top scanning.

We do not have specification sheets for the third party applications. For this reason the RFP advises of a need for selected proposed solutions to be brought into our network and tested for full functionality before finalizing the agreement.

9. Question: What devices have you had less than 12 months from the current vendor?

Answer:

**Devices received since July 1, 2015 from the current vendor:**

GIS	Room: STF 212 Level 2	302 South McNeill Street, Carthage	ES3555c
Property Mgmt.	Front Work Area	703 Pinehurst Avenue, Carthage	E3055C
Recreation	Front Desk	155 Hillcrest Park Lane, Carthage	ES3555C
Tax	IT Level 1	1 Courthouse Square, Historic Courthouse, Carthage	ES4555C
DSS	Room 247	1036 Carriage Oaks Drive, Carthage	E3555C
DSS	Adult Medicaid	1036 Carriage Oaks Drive, Carthage	ES357
DSS		1036 Carriage Oaks Drive, Carthage	ES456U
Library	Front	101 Saunders Street, Carthage	ES257

**These devices will be removed if the current vendor is not awarded the contract**

10. Question: What is the volume on the desk top scanner?

Answer: **Desk Top Scanner Usage:**

- Health: The scanner is currently at the front desk and is used by various staff to scan data as patients enter the clinics, and for bulk scanning of medical records. The number of pages per week varies as time permits for records scanning.
- DSS: Per transaction. Averaging 400 scans a week per scanner
- Finance & Public Works: Per transaction. Average 50 scans a week

11. Question: The RFP states on page 12 that you are looking for ONE FIXED CPC for B&W and Color that includes the equipment, service, toner, and staples. Are you willing to commit to volume per month or quarter? Are you willing to separate the ONE FIXED CPC and sign a Lease + Maintenance model of doing business, then evaluate on total cost of ownership?

Answer: No

12. Question: Do you have an idea of what volume you are doing per device?

Answer: Attached is a separate document with the monthly print average based on the last quarterly meter reading. Please note that copy volumes can decrease/increase quarterly based on Department activities.

13. Question: Can you share what accessories are being used per device?

Answer: The provided Equipment List includes the multi-function accessories such as finisher type, stapler, holepunch, etc. The agreement should include all maintenance, toner and staple supplies.

14. Question: Do you anticipate any device upgrades, downgrades, additions and removal of equipment based on end user needs? How many upgrades have you done historically?

Answer: Estimate no more than 5 a year.

15. Question: How do you use each of your back end applications? (Laserfiche, Munis/Tyler Content Manager, and Northwoods).?

Answer: The multi-function devices and stand alone scanner are used to scan directly into an application or to a network folder and then imported into the application. See below table.

Department	Device		Munis		Network Folder	Email	Northwoods Compass DIRECT SCAN	Laserfiche		FMS via IMPORT	Club Sentry via IMPORT	Sharepoint via IMPORT
	Toshiba	Other	Direct	ERP Scan Folder				Direct	Import			
Administration/Governing Body - Toshiba	X			X	X	X			X			
Aging - Toshiba	X			X	X	X					X	
Animal Operations - Toshiba	X					X						
Attorney - Toshiba	X			X	X	X						
Child Support - Toshiba	X			X		X		X				
Cooperative Extension - Toshiba	X					X						
Day Reporting/Youth Service - Toshiba	X			X								
Elections - Toshiba	X				X	X						
Environmental	X			X	X	X						
Finance - Toshiba	X			X	X	X			X			
GIS - Toshiba	X				X	X						
Health/WIC - Toshiba	X			X	X	X						
Human Resource - Toshiba	X			X	X	X						
Information Technology - Toshiba	X			X	X	X						
Library - Toshiba (Carthage ONLY)	X					X						
Planning/Code Enforcement/MCTS	X			X	X	X						
Property Management - Toshiba	X			X		X			X			
Public Safety - Toshiba	X				X	X						
Public Works - Toshiba	X			X	X	X				X		
Recreation - Toshiba	X			X		X						
Register of Deeds - Toshiba	X			X		X						
Sheriff/Detention	X			X								
Social Services - Toshiba	X			X	X	X	X	X				
Soil and Water -Toshiba	X			X								X
Tax -Toshiba	X			X	X	X						
WWTP - Toshiba	X											
Finance - Fujitsu (Jones)		X	X									
Public Works - Fujitsu (Munz)		X	X									
Social Services - Fujitsu (Bethea/FNS)		X					X	X				
Social Services - Fujitsu (Dinkins/Reception)		X					X	X				
Social Services - Fujitsu (Dixon/FNS)		X					X	X				
Social Services - Fujitsu (Feazelle/FNS)		X					X	X				
Social Services - Fujitsu (Fox/FNS)		X					X	X				
Social Services - Fujitsu (Garcia/FNS)		X					X	X				
Social Services - Fujitsu (Harris/FNS)		X					X	X				
Social Services - Fujitsu (Mail/Reception)		X					X	X				
Social Services - Fujitsu (Matthes/Medicaid)		X					X	X				
Social Services - Fujitsu (Morgan/FNS)		X					X	X				
Social Services - Fujitsu (Phillips/Reception)		X	X				X	X				
Social Services - Fujitsu (Silvestri/FNS)		X					X	X				
Social Services - Fujitsu (Thompson/Front)		X					X	X				
Social Services - Fujitsu (Vacant/FNS)		X					X	X				
Social Services - Fujitsu (Vacant/FNS)		X					X	X				
Social Services - Fujitsu (Vample/Front)		X					X	X				
Social Services - Fujitsu (Williams/Medicaid)		X					X	X				

16. Question: Would you be willing to evaluate solution partners on their ability to transform their business environment, and thus potentially save money overall?

Answer: For this project please respond to the scope of work.

17. Question: Can you expand on your Hard Drive concerns? And are you will to look at different HDD Erase or Encryption options?

Answer: County Agencies process confidential information for citizens that include documents that are printed, scanned and faxed and must be within HIPPA compliance. We need to insure that a device cannot be accessed by unauthorized agents that would allow data to be obtained from the hard drive. We also need to insure that when a device is removed from the County that all data on the hard drive is cleared.

We are willing to consider options that meet security needs.

18. Question: May we get an opportunity for the County of Moore's IT to meet with our IT, in order to propose the best possible solution for the county?

Answer: The pre-bid meeting was the only opportunity to meet with staff. The successful firm will work closely with IT to ensure the best possible solutions.

19. Question: Can the affidavit on page 13 be changed to a different state?

Answer: An authorized person from the firm should sign the affidavit. If the company is located outside of NC then the answer is yes.

20. Question: Overall Scope; Page 6: Will every piece of proposed equipment be expected to be installed and networked prior to signing of the contract or select equipment by department?

Answer: No equipment will be installed or networked until after the agreement is signed. Equipment will need to be installed and networked within 30 days of signing the agreement.

21. Question: Technical Requirements 3; Page 6: Will Moore County accept Buyers Lab Inc.'s status of new equipment be acceptable in lieu of "new components manufactured within 6 months of award".

Answer: No

22. Question: Technical Requirements 3; Page 6: What is the total number of pieces of current vendor equipment less than 12 months old that you will be keeping?

Answer: Please refer to question 9.

23. Question: Will the awarded vendor be responsible for any existing buyout with current vendor? If so, how much is the buyout? Will the awarded vendor be responsible for return shipping of existing equipment?

Answer: No

24. Question: What are the current CPC rates for the fleet listed in the RFP\_2016\_08 Equipment\_List?

Answer: Black/White: \$.0159; Color: .059

25. Question: What is the average annual volume for each device in the RFP\_2016\_08 Equipment\_List ?

Answer: See attached monthly usage report

26. Question: Page 6 of RFP#: 2016-08 states that the listed features "are not required on every device," please provide detailed equipment expectations for each of the 102 MFD's. ie: specific finishing requirements, paper drawer requirements, paper sizes, speed, etc.

Answer: Finisher requirements and speed are provided on the Equipment List. The majority of MFD's utilize 3 paper trays and a bypass tray. The proposal should consider all MFD's with 3 trays and a bypass tray capable of processing of 8 1/2 x 11, 11 x 13, 11 x 17.

27. Question: Some of the existing models in the RFP 2016 Equipment List are desktop MFD's. Will the selected vendor be responsible for providing desks for these devices?

Answer: The majority of desktop MFD's do have a cabinet. The proposal should consider placing a cabinet with each desktop unit.

28. Question: Based on the current volume, would it be appropriate to recommend fully featured devices that have a slower speed than the current speed in the RFP\_2016\_08 Equipment\_List? (Example 22ppm vs. 25ppm, with the same or better functionality)

Answer: No

29. Question: Page 6 of RFP#: 2016-08 states that “the County reserves the right to either have all units removed or to consider leaving in place any new units installed (12) twelve or fewer months.” Please identify all devices that meet this criterion, having been installed 12 or fewer months.

Answer: Refer to question 9.

30. Question: Subsection viii. on page 9 of RFP#: 2016-08 states that hard drives must be “destroyed.” Does this requirement refer to the removal /sanitization of the data on the hard drive by HIPPA compliant standards, or physical destruction of the hard drive?

Answer: If the removal/sanitization of data on a hard drive cannot be complete per HIPPA compliance with a certificate being provided we expect the physical destruction of the hard drive.

Proposals are due to Terra Vuncannon at 206 South Ray Street Carthage NC 28327 by 4:00 pm March 16, 2016.

## **END OF ADDENDUM NO. 2**

Terra Vuncannon  
Purchasing Manager  
County of Moore

RFP Number (if applicable): \_\_\_\_\_

Name of Vendor or Bidder: \_\_\_\_\_  
\_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Printed Name Title

*Notes to persons signing this form:*

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran) and will be updated every 180 days.

**STATE OF NORTH CAROLINA**

**CONTRACT FOR SERVICES**

**COUNTY OF MOORE**

This Contract is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and \_\_\_\_\_, (the "Contractor").

**1. Services to be Provided and Agreed Charges**

The Contractor agrees to provide services and materials (collectively referred to as "Services") contained in this Contract pursuant to the provisions and specifications identified in Attachment 1, which is incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachment 1.

**2. Term of Contract**

The term of this Contract is from \_\_\_\_\_ through \_\_\_\_\_. This Contract will be automatically renewed for additional one (1) year periods, based on the County's fiscal year (July 1 – June 30), starting July 1, 20\_\_\_\_, not to exceed a total of five (5) renewals.

This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon thirty (30) days notice if such funds become unavailable.

**3. Payment to Contractor**

During the initial term of this Contract and during each subsequent renewal, the Contractor will receive from the County a sum not to exceed \$\_\_\_\_\_ as full compensation for the provision of Services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

**4. Independent Contractor**

The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor's duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor's activities in accordance with this Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

The Contractor, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

**5. Insurance**

The Contractor will maintain Workers' Compensation Insurance for all of the Contractor's employees. The Workers' Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina.

The Contractor will maintain, at its expense, the following minimum insurance coverage:



Bodily Injury	\$1,000,000.00 per occurrence
Property Damage	\$100,000.00 per occurrence
Bodily Injury/Property Damage	\$1,000,000.00 combined single limit per occurrence

Professional liability insurance will be required whenever the Contractor is required to be certified, licensed, or registered by a regulatory entity or where the Contractor's error in judgment, planning, design, or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than \$1,000,000.00 combined single limit per occurrence.

The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

## **6. Indemnification**

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Contractor in connection with this Contract. This indemnification will survive the termination of this Contract.

## **7. Health and Safety**

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

## **8. E-Verify**

Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

## **9. Iran Divestment Act Certification**

The Contractor warrants that it is not listed on the Final Divestment List created by the State Treasurer pursuant to North Carolina General Statute § 143-6A-4. The Contractor warrants that it will not utilize any subcontractor identified on the Final Divestment List. Prior to the renewal of this Contract, the Contractor will certify, in writing, that neither the Contractor nor its subcontractors are listed on the Final Divestment List. In the event the Contractor or a subcontractor of the Contractor is added to the Final Divestment List, this Contract will be terminated immediately without further notice.

## **10. Non-Discrimination in Employment**

The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part, by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

#### **11. Governing Law**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

#### **12. Termination of Agreement**

This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law.

Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party.

#### **13. Successors and Assigns**

The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County.

#### **14. Compliance with Laws**

The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

#### **15. Notices**

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY OF MOORE: MOORE COUNTY  
ATTN: DIRECTOR  
P.O. BOX 905  
CARTHAGE, NC 28327

CONTRACTOR:

#### **16. Audit Rights**

For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of those Services. Audits will take place at times and locations mutually agreed upon by both parties. The Contractor must make the materials to be audited available within one (1) week of the request for them.

#### **17. County Not Responsible for Expenses**

The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing.

#### **18. Equipment**

The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing.

#### **19. Priority of Documents**

In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority.

#### **20. Non-Waiver**

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

#### **21. Entire Agreement**

This Contract and Attachment 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

#### **22. Amendment**

This Contract may only be amended by the written mutual agreement of the parties.

#### **23. Drafted by Both Parties**

This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

#### **24. Headings**

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above.

**COUNTY OF MOORE**

\_\_\_\_\_  
J. Wayne Vest  
County Manager

**CONTRACTOR**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**PREAUDIT CERTIFICATE**

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Officer

## **SCOPE OF SERVICES**